

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
AT&T WIRELESS
MASTER PRICE AGREEMENT
10-00115

1. Scope: All eligible purchasers within this government or education entity (State of California, including its authorized employees, representatives and any tax funded entity including cities, counties, courts, public schools and institutions of higher education) are authorized to purchase products and services under the terms and conditions of this price agreement.

2. Changes: Changes to the terms and conditions of the signed Master Price Agreement are as follows:

- a. Paragraphs 1 through 19 of the California General Provisions (CAGP) for Western States Contracting Alliance, AT&T Wireless, become a part of this Participating Addendum.
- b. Paragraph 6 is modified as follows: Sub-paragraphs B, C, D are hereby deleted; Paragraph 4, Subparagraphs a, b, and c, of the CAGP are substituted therefore.
- c. Paragraph 8.D is modified as follows: The words "except non-appropriation" are hereby added following the word "reason" in the first line.
- d. Paragraph 9 is deleted; Paragraph 3 of the CAGP is substituted therefore.
- e. Paragraph 12 is hereby modified to add Paragraph 5 for CAGP.
- f. Paragraph 18 is modified as follows: The words "Unless otherwise agreed to mutually by both parties," are hereby added at the beginning of the paragraph.
- g. Paragraph 20 is deleted; Paragraph 6 of CAGP is substituted therefore.
- h. Paragraph 29 is deleted; Paragraphs 9 and 16 of CAGP is substituted therefore.
- i. Paragraph 31 is deleted; Paragraph 1 and Paragraph 8 of CAGP are substituted therefore.
- j. Paragraph 39 is deleted; Paragraph 2 of CAGP is substituted therefore.
- k. State and Contractor agree that the following is in addition to the terms found in Section 46 of the WSCA Master Agreement:

The Contractor shall submit a check payable to State for an amount equal to one-tenth of one percent (0.001) of the Qualified Charges for the quarterly period. Reports and fee delivery will be in accordance with the following schedule:

<u>Period Ending</u>	<u>Report Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

All reports shall state the sales under the Participating Addendum. The report shall be accompanied with a check payable to State of California for the calculated administrative fee.

- l. Paragraph 51 is hereby deleted in its entirety.
- m. Section 3 of the AT&T Wireless Program Description that is incorporated into the WSCA Master Agreement is deleted and replaced with the following as it pertains to this Participating Addendum only:

"3. AT&T Wireless Program Eligibility Requirements.
Participating Entity must be migrating to this Agreement from a prior wireless services agreement or agreements with Contractor pursuant to which such Participating Entity incurred Service Revenue of at least fifty million dollars (\$50,000,000) during the thirty (30) month period

immediately preceding the Effective Date of this Participating Addendum.

- n. Section 6 of the AT&T Wireless Program Description that is incorporated into the WSCA Master Agreement is deleted.
- o. Activation Fee Waiver -- Contractor will waive the start of service charge (Activation Fee) for Corporate Responsibility Users activating new service on the AT&T Wireless Voice Rate Plans found in the SES or at the AT&T Wireless WSCA Site for the term of the Participation Addendum.
3. Term: Notwithstanding §7 of the WSCA Master Agreement, in no event shall this Participating Addendum remain in effect beyond June 30, 2006.
4. Lease Agreements: **A lease agreement has not been approved.**
5. Primary Contact: The primary contact individual for this participating addendum is as follows:

Jennifer Herrera
Contract Negotiations Section
707 Third Street, 2nd Floor, West Sacramento, CA 95605
(916) 375-4429
(916) 375-4505 (fax)
jennifer.herrera@dgs.ca.gov

6. Price Agreement Number: All purchase orders issued by procuring agencies within the jurisdiction of this participating addendum shall include the following price agreement number: 10-00115

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of California

Contractor: AWS National Accounts, LLC

By: _____

By: _____

RUSS GUARNA

Name: _____

ACQUISITIONS BRANCH MANAGER

Title: _____

Date: _____

Date: _____

